

# FINAL RELEASE

Job No.: \_\_\_\_\_ Subcontract No.: \_\_\_\_\_

This release is made in accordance with the provision of Subcontract Number \_\_\_\_\_, including any and all amendments or revisions thereto, executed by \_\_\_\_\_, hereinafter referred to as the "Subcontractor" and the Knight/Jacobs Joint Venture, hereinafter referred to as "Construction Manager", and pertaining to the Project described therein and managed by UT-Battelle, LLC (UT-Battelle) and owned by the Department of Energy (DOE).

Upon receipt of Construction Manager's check in the sum of \$\_\_\_\_\_, being final payment for all services, labor, equipment, and materials furnished in connection with the Project, Subcontractor for itself, its successors and assigns, hereby unconditionally remises, forever discharges, and releases Construction Manager, its parents, affiliates, subsidiaries, and divisions, UT-Battelle, the Owner's real property, the Owner, and their officers, agents, employees, assignees or heirs and sureties of and from any and all claims or costs, causes of action, suits, accounts, covenants, agreements, contracts, or other liability of any nature, known or unknown, in law or in equity, whatsoever arising out of or during the performance of said Subcontract including any and all deletions, additions, and modifications thereto.

As a material part of the consideration hereunder, Subcontractor hereby unconditionally releases and agrees to defend, indemnify and hold harmless Construction Manager, its parents, affiliates, subsidiaries, and divisions, UT-Battelle, the Owner, and their sureties, officers, agents, employees, assigns and heirs from any and all claims whatsoever, arising out of, or during, the performance of said Subcontract, including without limitation, all laborer's, suppliers, and mechanic's lien claims or encumbrances, stop notice or similar rights, financial obligations or claims, bond claims, state and federal tax liability, labor fringe benefit contributions under any applicable Union Labor Agreement and specifically waives any and all such claims as against Construction Manager, its parents, affiliates, subsidiaries, and divisions, UT-Battelle, the Owner, and their respective sureties.

Subcontractor hereby accepts said sums as the full compensation and payment for the Work performed under or by virtue of the Subcontract and further warrants, represents and certifies that all bills, claims and obligations for materials used, rentals for equipment, labor, materials, services and any other items furnished under or in connection with the performance of said Subcontract and all applicable state and federal tax liability and payroll benefits insurance have been fully paid and satisfied.

# FINAL RELEASE

(continued)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Subcontractor

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ SS: \_\_\_\_\_

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the \_\_\_\_\_ President, and \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the \_\_\_\_\_ Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

SEAL

Signature: \_\_\_\_\_